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Grand Rapids, Michigan

7 **UNITED STATES DISTRICT COURT**

8 **DISTRICT OF NEVADA**

9 FOREMOST INSURANCE COMPANY
 10 GRAND RAPIDS, MICHIGAN,

Case No.:

11 Plaintiff,

COMPLAINT

12 vs.

13 MATTHEW DINOFIA; RHODA TO
 14 RECOVERY, LLC d/b/a JOURNEY TO
 15 RECOVERY; MICHELLI KALTSAS;
 16 CHARLESTON RESIDENTIAL SERVICES,
 17 LLC d/b/a CROSSROADS OF SOUTHERN
 18 NEVADA; CARLENA BROWN, as Statutory
 19 Heir and as Co-Administrator to the ESTATE
 of GEORGE MITCHELL, JR.; GEORGE
 MITCHELL, as Statutory Heir and as Co-
 Administrator to the ESTATE of GEORGE
 MITCHELL, JR., and DOES 1 -10,

20 Defendants.

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 22 FOREMOST INSURANCE COMPANY GRAND RAPIDS, MICHIGAN (hereinafter
 23 referred to as "Foremost"), by and through its attorneys LAXALT LAW GROUP, LTD., for its
 24 Complaint against the above captioned Defendants, alleges, on knowledge of its own actions,
 25 and otherwise upon information and belief, as follows:

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1 INTRODUCTION

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3 1. Plaintiff Foremost files this Complaint seeking declaratory relief under 28 U.S.C. § 2201,
 4 et. seq., to determine the rights and obligations of the parties under an insurance policy
 5 number 381-5001311223-04 (hereinafter “insurance policy”) issued to Defendant
 6 MATTHEW DINOFIA (hereinafter referred to as “Dinofia”).

7 2. Foremost seeks a judicial declaration that it has no duty to defend or indemnify Dinofia
 8 or any named defendant under the insurance policy in connection with claims asserted in
 9 a lawsuit filed in the District Court of Nevada, Clark County, styled *Carlena Brown, as*
 10 *Statutory Heir and as Co-Administrator to the Estate of George Mitchell, Jr.; George*
 11 *Mitchell, as Statutory Heir, and as Co-Administrator to Estate of George Mitchell, Jr.,*
 12 *Plaintiffs, vs. Rhoda to Recovery, LLC d/b/a Journey to Recovery; Michelli Kaltsas, an*
 13 *individual; Charleston Residential Services, LLC d/b/a Crossroads of Southern Nevada;*
 14 *Matthew Dinofia, an individual; DOE Individuals 1-10; DOE Employees 11-20; and*
 15 *ROE Corporations 21-30*, case number A-24-898428-C, Dept. 10 (hereinafter “the
 Lawsuit”), or alternatively, to determine the extent of coverage, if any.

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17 JURISDICTION AND VENUE

18 3. This Court has jurisdiction under 28 U.S.C. § 1332(a) because there is complete diversity
 19 of citizenship between Foremost as an out of state Plaintiff, and the Defendant parties
 20 who are domiciled in either Nevada or California, and the amount in controversy exceeds
 21 \$75,000, exclusive of interest and costs.

22 4. Venue is proper in the United States District Court, District of Nevada, Southern
 23 Division, pursuant to 28 U.S.C. § 1391(b) because the underlying incident giving rise to
 24 the dispute occurred within this district, and one or more Defendants reside or conduct
 25 business within this district.

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1 PARTIES
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3 5. Plaintiff Foremost is an insurance company duly organized under the laws of the State
4 of Michigan, with its principal place of business in Grand Rapids, Michigan.

5 6. Defendant Dinofia is an individual who resides in La Jolla, California, and was issued the
6 insurance policy by Foremost.

7 7. Defendant RHODA TO RECOVERY, LLC d/b/a JOURNEY TO RECOVERY
8 (hereinafter referred to as “Rhoda”) is a Nevada Limited Liability Company, with its
9 principal place of business in Nevada.

10 8. Defendant MICHELLI KALTSAS (hereinafter referred to as “Kaltsas”) is a Manager and
11 Resident Agent for Rhoda who, based on information and belief, resides in Las Vegas,
12 Nevada.

13 9. Defendant CHARLESTON RESIDENTIAL SERVICES, LLC d/b/a CROSSROADS
14 OF SOUTHERN NEVADA (hereinafter referred to as “Crossroads”) is a Nevada
15 Limited Liability Company, with its principal place of business in Nevada.

16 10. CARLENA BROWN, as Statutory Heir and as Co-Administrator to the ESTATE of
17 GEORGE MITCHELL, JR. (hereinafter referred to as “Brown”) is an individual who,
18 based on information and belief, resides in Nevada.

19 11. GEORGE MITCHELL, as Statutory Heir and as Co-Administrator to the ESTATE of
20 GEORGE MITCHELL, JR. (hereinafter referred to as “Mitchell”) is an individual who,
21 based on information and belief, resides in Nevada.

22 12. Defendants DOES 1-10 are named only as a precautionary measure in the event another
23 interested party is identified for this matter.

24 13. Each of the identified parties has an interest in the outcome of the declaration relief sought
25 by Foremost in this action.

26 FACTUAL BACKGROUND
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28 14. Foremost issued to Dinofia a renewed insurance policy, more specifically identified as a
“Dwelling Fire Three Policy Landlord” policy number 381-5001311223-04 with a policy

1 period beginning November 9, 2021 ending November 9, 2022, providing certain
 2 coverage subject to the insurance policy terms, conditions, and exclusions related to
 3 premises described as 809 W Adams Ave., Las Vegas, NV.

4 15. Defendant Dinofia has submitted a claim under the insurance policy for defense and
 5 indemnification in connection with the Lawsuit identified in paragraph 2 of this
 6 Complaint.

7 16. The Lawsuit arises from allegations by Brown and Mitchell who are the named plaintiffs
 8 in the lawsuit asserting that on August 1, 2022, George Mitchell, Jr. (“the Decedent”) was
 9 residing at 809 W. Adams Avenue, Las Vegas, Nevada, and, after a referral was made by
 10 Crossroads, was under the care of Rhoda when he died of a drug overdose. Decedent was
 11 reportedly found with empty prescription pill bottles belonging to another resident of 809
 12 W Adams. Dinofia reportedly owned the 809 W. Adams property and rented the property
 13 to Rhoda and Kaltsas.

14 17. The Lawsuit further alleges that Dinofia breached his duty to use reasonable care to keep
 15 his property in a reasonably safe condition by renting the property to Rhoda and Kaltsas
 16 when Dinofia allegedly “knew or should have known” that these defendants “did not have
 17 a license to operate a ‘sober living house’ and/or a home for persons that have abused
 18 drugs and alcohol.”

19 18. The Lawsuit further alleges that as a “direct and proximate result” of the above-described
 20 breach of duty by Dinofia, Decedent accessed prescription drugs, overdosed, and died.

21 19. The Lawsuit asserts the wrongful death of Decedent, and claims damages of severe
 22 emotional distress, loss of society, companionship and comfort, grief, sorrow, mental pain
 23 and suffering, psychiatric impairment and loss of enjoyment of life allegedly resulting in
 24 in general damages, special damages, and punitive damages.

25 20. The Lawsuit presents six claimed legal causes of action alleging (1) as a first cause of
 26 action, negligence against Charleston; (2) as a second cause of action negligence against
 27 Rhoda and Kaltsas; (3) as a third cause of action negligence against Dinofia; (4) as a
 28 fourth cause of action wrongful death against Rhoda, Kaltsas, Crossroads, and Dinofia;

1 (5) as a fifth cause of action “survival” against Rhoda, Kaltsas, Crossroads, and Dinofia;
 2 and (6) as a sixth cause of action against negligent hiring, supervision, training and
 3 polices/procedures against Rhoda, Kaltsas, Crossroads, and Dinofia.

4 21. Foremost is providing a defense to Dinofia under a full reservation of rights subject to the
 5 insurance policy provisions that include specific exclusions and conditions that limit and
 6 preclude coverage for the claims asserted in the underlying lawsuit including, but not
 7 limited to, exclusions for claims arising from illegal drug use or business pursuits or
 8 providing professional services or arising from liability assumed under contract.
 9 Coverage for punitive damages is also specifically excluded.

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11 **FIRST CAUSE OF ACTION**

12 22. Foremost repeats and realleges paragraphs 1 through 21 hereof, as if fully set forth herein.

13 23. An actual and justiciable controversy exists between Foremost and Defendants regarding
 14 the interpretation and application of the insurance policy.

15 24. Foremost contends that, based on the terms, conditions, and exclusions of the insurance
 16 policy, Foremost has no duty to defend or indemnify Dinofia, Rhoda, Kaltsas, or
 17 Crossroads.

18 25. Foremost further contends that, based on the terms, conditions, and exclusions of the
 19 insurance policy, Foremost is entitled to reimbursement from Dinofia for money spent
 20 defending Dinofia in the Lawsuit by paying costs and attorneys’ fees.

21 26. Defendants dispute Foremost’s position and assert that coverage exists for claims asserted
 22 in the Lawsuit.

23 27. Pursuant to 28 U.S.C. § 2201, Foremost requests that this Court enter a declaratory
 24 judgment defining the parties’ respective rights and obligations under the Policy.

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1 PRAYER FOR RELIEF

2 WHEREFORE, Foremost respectfully requests that this Court enter judgment as follows:

3 1. Declare that Foremost has no duty to defend or indemnify Dinofia, Rhoda, Kaltasas,
4 or Crossroads under the insurance policy in connection with above discussed Lawsuit,
5 as well as order that Foremost be reimbursed by Dinofia for costs and attorneys' fees
6 paid by Foremost to defend Dinofia in the Lawsuit; or alternatively,
7 2. Determine the extent of any coverage owed under the insurance policy;
8 3. Award Foremost its costs and attorneys' fees as allowed by law; and
9 4. Grant such further relief as the Court deems just and proper.

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11 DATED this 20th day of February, 2025.

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13 */s/ Christian L. Moore, Esq.*
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